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Entered on Docket

March 02, 2021

EDWARD J. EMMONS, CLERK
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA



Signed and Filed: March 1, 2021

DENNIS MONTALI
U.S. Bankruptcy Judge

15 **UNITED STATES BANKRUPTCY COURT**
16 **NORTHERN DISTRICT OF CALIFORNIA**
17 **SAN FRANCISCO DIVISION**

18 In re:

19 **PG&E CORPORATION,**

20 **- and -**

21 **PACIFIC GAS AND ELECTRIC COMPANY,**

22 **Debtors.**

23 Affects PG&E Corporation
24 Affects Pacific Gas and Electric Company
 Affects both Debtors

25 * *All papers shall be filed in the Lead Case,
26 No. 19-30088 (DM).*

27 Case No. 19-30088 (DM)
28 Chapter 11
(Lead Case)
(Jointly Administered)

29 **ORDER APPROVING
30 STIPULATION BY AND
31 BETWEEN REORGANIZED
32 DEBTORS, DAWNYA WALKER,
33 A.K. BARA, INC. DBA SAN
34 PABLO CHEVRON, AND THE
35 CITY OF SAN PABLO**

36 [Related to Dkt. No. 10314]

1 The Court having considered the *Stipulation By and Between Reorganized Debtors*,
2 *Dawnya Walker, A.K. Bara, Inc., dba San Pablo Chevron, and the City of San Pablo*, dated
3 February 26, 2021 [Dkt. No. 10314] (the “**Stipulation**”),¹ entered into by PG&E Corporation
4 (“**PG&E Corp.**”) and Pacific Gas and Electric Company (the “**Utility**”), as debtors and
5 reorganized debtors (collectively, the “**Debtors**” and as reorganized pursuant to the Plan, the
6 “**Reorganized Debtors**”) in the above-captioned cases (the “**Chapter 11 Cases**”), Dawnya
7 Walker (“**Walker**”), A.K. Bara, Inc. dba San Pablo Chevron (“**Bara**”), and the City of San Pablo
8 (the “**City**”, and, collectively with the Debtors and Reorganized Debtors, Walker, and Bara, the
9 “**Parties**”); and pursuant to such Stipulation and agreement of the Parties, and good cause
10 appearing,

11 IT IS HEREBY ORDERED THAT:

12 1. The Stipulation is approved.
13 2. The Plan Injunction is modified, to the extent necessary, solely to the permit: (i) the
14 Parties to engage in a formal mediation (the “**Mediation**”) in order to attempt to settle the claims
15 that are the subject of the Complaints and the Proofs of Claim, and (ii) any Party to request from
16 any other Party any information that such Party believes would assist her or it in settling the
17 claims that are the subject of the Complaints and the Proofs of Claim; provided, however, that if
18 the Party from whom such information is requested declines to provide such information, the
19 Parties’ obligations set forth in Paragraph 3 of this Order shall remain in full force and effect.

20 3. The Parties shall cooperate in arranging for and scheduling the Mediation, shall use
21 their reasonable best efforts to obtain the participation of Ghilotti in the Mediation, and shall
22 participate in good faith in the Mediation, including in any sessions after the initial session
23 recommended by the mediator and agreed to by the Parties within 30 days after conclusion of a
24 prior session of the Mediation (each a “**Subsequent Session**”). The Parties that have appeared in
25
26

27 ¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to
28 them in the Stipulation.

1 the State Court Action shall request the Superior Court to defer all proceedings in the State Court
2 Action against PG&E pending conclusion of the Mediation.

3 4. In the event that the Parties are unable to settle and resolve at the Mediation
4 (including any Subsequent Session) the claims that are the subject of the Proofs of Claim, including
5 those asserted against the Utility in the Bara Cross-Complaint and City Cross-Complaint, and upon
6 no less than ten (10) days' written notice by any Party to all other Parties that she or it desires to
7 proceed with litigation of the State Court Action (such notice in no event to be provided prior 30
8 days after to the conclusion of the Mediation, including any Subsequent Session), the Plan
9 Injunction shall be further modified, without further order of this Court, solely to permit Walker,
10 Bara, and the City to liquidate the claims asserted in their respective Proofs of Claim by prosecuting
11 the State Court Action against the Utility through final judgment and any appeals thereof, but not to
12 permit enforcement of any such judgment, which judgment, if any, shall be recoverable solely as a
13 General Unsecured Claim in accordance with the Plan and through the claims reconciliation process
14 in these Chapter 11 Cases.

15 5. To the extent the Plan Injunction is not modified pursuant to the procedures described
16 in paragraph 4 by July 16, 2021, the Plan Injunction shall be modified on that date, without further
17 order of this Court, in the same manner and with the same effect as specified in paragraph 4, unless
18 before that date all of the Parties to this Stipulation agree in a writing filed with the Bankruptcy
19 Court to fix a later date.

20 6. Upon the date of the entry of this Order, the Stipulation shall be deemed an objection
21 by the Reorganized Debtors to each of the Proofs of Claim, and each Proof of Claim shall be
22 considered a Disputed Claim. Each Proof of Claim shall be deemed an Allowed Claim on the earlier
23 of (a) the date on which the Proof of Claim becomes an Allowed Claim pursuant to written
24 agreement between the claimant and the Reorganized Debtors, or (b) sixty (60) days after a
25 judgment liquidating the underlying claim has been entered in the State Court Action and all appeals
26 from such judgment have been concluded or the time to appeal has expired, provided that if, as
27 permitted by paragraph 7(a) hereof, the Reorganized Debtors further object to the Proof of Claim on
28

1 any specific grounds not precluded by a final judgment in the State Court Action, the Proof of Claim
2 shall remain Disputed and shall not be Allowed without further Order of the Bankruptcy Court.

3 7. Nothing herein or in the Stipulation is intended, nor shall it be construed, to be:

4 a. a waiver by the Debtors or the Reorganized Debtors, as applicable, or any other
5 party in interest, of any right to object to the Proofs of Claim on any grounds not
6 precluded by a final judgment in the State Court Action, or
7 b. a waiver by Walker of her rights to oppose any asserted challenge to the Walker
8 Proof of Claim, or
9 c. a waiver by Bara of its rights to oppose any asserted challenge to the Bara Proof
10 of Claim, or
11 d. a waiver by the City of its rights to oppose any asserted challenge to the City
12 Proof of Claim, or
13 e. a waiver by any Party of any claim or defense in the State Court Action.

14 8. The Reorganized Debtors have waived, and shall not pursue, any claim or remedy
15 against the City, Bara, or Walker based on or relating to any violation of the automatic stay or Plan
16 Injunction arising from the filing or prosecution of the Bara Cross-Complaint or the City Cross-
17 Complaint or any other action heretofore taken by the City, Bara or Walker in the State Court
18 Action.

19 9. The Stipulation is binding on the Parties and each of their successors in interest.

20 10. The Stipulation constitutes the entire agreement and understanding of the Parties
21 relating to the subject matter thereof and supersedes all prior agreements and understandings relating
22 to the subject matter thereof.

11. This Court shall retain jurisdiction to resolve any disputes or controversies arising from the Stipulation or this Order.

*** END OF ORDER ***

APPROVED AS TO FORM AND CONTENT:

Dated: February 26, 2021

WEIL, GOTSHAL & MANGES LLP
KELLER BENVENUTTI KIM LLP

/s/ Peter J. Benvenutti

Peter J. Benvenutti

*Attorneys for Debtors
and Reorganized Debtors*

Dated: February 22, 2021

GIBBONS & CONLEY

/s/ *Peter A. Urhausen*

Peter A. Urhausen, Esq.

Attorneys for City of San Pablo

Dated: February 22, 2021

FORD, WALKER, HAGGERTY & BEHAR

/s/ Charlie Schmitt

Charlie Schmitt

*Attorneys for A.K. Bara, Inc. dba San
Pablo Chevron*

Dated: February 25, 2021

JONES CLIFFORD, LLP

/s/ Ross J. Psychogios

Ross J. Psychogios, Esq.

Attorneys for Dawnya Walker